



7105 3740\*



## CHANGE IN TERMS AGREEMENT

| Principal      | Loan Date  | Maturity   | Loan No | Call / Coll | Account | Officer | Initials |
|----------------|------------|------------|---------|-------------|---------|---------|----------|
| \$1,300,000.00 | 06-24-2019 | 10-24-2019 | 7105    |             | 3740    | ***     | KDW      |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Bayport Corporation, Ltd  
Marvin Rex Rankin III  
303D Beltline Place SW #601  
Decatur, AL 35603-0000

**Lender:** Bryant Bank  
Huntsville  
320 Pelham Ave SW, Suite 100  
Huntsville, AL 35801

Principal Amount: \$1,300,000.00

Date of Agreement: June 24, 2019

**DESCRIPTION OF EXISTING INDEBTEDNESS.** The indebtedness evidenced by the note, credit agreement or other instrument from Borrower to Lender dated June 17, 2016 in the original principal amount of \$2,300,000.00, as it may have been modified from time to time (the "Note").

**DESCRIPTION OF COLLATERAL.** The collateral described in each security agreement, mortgage, deed of trust, pledge agreement or other document that currently secures the Note shall continue to secure the Note as modified by this Change in Terms Agreement and any and all previous and future renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

**DESCRIPTION OF CHANGE IN TERMS.** Extending the maturity date from 5/1/2019 to 10/24/2019. Changing the payment type from principal and interest due at maturity to interest due monthly with principal and interest due at maturity. Also changing the payment due date from the 1st of the month to the 24th of each month beginning 7/24/2019.

The Note is modified and restated as provided in this Change in Terms Agreement (the "Agreement").

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of \$1,300,000.00 plus interest on October 24, 2019. This payment due on October 24, 2019, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning July 24, 2019, with all subsequent interest payments to be due on the same day of each month after that.

**VARIABLE INTEREST RATE.** The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the base rate on corporate loans posted by at least 70% of the nation's 10 largest U.S. banks known as the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.500% per annum. Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.000 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 7.500%. NOTICE: Under no circumstances will the interest rate on this loan be less than 5.250% per annum or more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

**CONTINUING VALIDITY.** Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

CHANGE IN TERMS AGREEMENT  
(Continued)

Loan No: [REDACTED] 7105

Page 2

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

CHANGE IN TERMS SIGNERS:

BAYPORT CORPORATION, LTD

By: Marvin Rex Rankin III (Seal)  
Marvin Rex Rankin III, Director of Bayport  
Corporation, Ltd

x Marvin Rex Rankin III (Seal)  
Marvin Rex Rankin III

LENDER:

BRYANT BANK

x Kenneth D Watson  
Kenneth D Watson, President

LoanPro, Ver. 19.1.10.016 Copr. Finewire USA Corporation 1997, 2019. All Rights Reserved. - AL C:\APPS\CFIL\PLID20C.FC TR-26374 PR-34